

13022 Caminito Del Rocio
Del Mar, CA 92014 858-
755-1918



Application must be submitted by 1st Monday for action in that month

Office Use Only: Date Received:	
By	
Neighbor Notification sent:	Date:

ARCHITECTURAL MODIFICATION REQUEST

APPLICATION

Name: _____

Modification Request # _____

Address _____

Unit _____

Unit Model: 'A B C D

Phone Number: _____

(circle one)

General description of proposed modification

Request only one type of modification per request form. For example, doors and solar tubes would require separate forms.)

Put enough Information to make clear what the proposed modification will look like.

1. Check portion of unit affected:

Balcony

Such documentation may include any of the following:
Common Area (Structural modifications will require substantial documentation.)
ATTACH 2 SETS PLANS & SPECIFICATIONS per CCR's7.1

Scaled drawings (required)

Architectural scaled drawings

Electrical

Engineering scaled drawings (required for structural modifications.)

Exterior Wall

Plan view, elevations, cross sections

Interior, Structural

Drawings with enough detail to make intent clear,

Patio

Modifications which affect the exterior need to show the relation to neighboring units on either side. Existing walls need to be delineated differently from proposed walls.

Plumbing

Roof

All applicable dimensions (required)

Sliding glass door

Types of finishes to any exterior modification

Windows

Examples, samples, pictures, or brochures must be provided.

Other _____

Photographs of similar modifications (helpful)

Manufacturer Brochures (helpful)

3. Indemnification Release Form signed by owner and notarized. (This Indemnification form releases the Association from any responsibility for unit damage, now or in the future, caused by the modification and must accompany legal documents in any transfer of ownership of the unit.)

4. Proposed Contractor Name: _____

Address: _____

License Number

Classification

NO construction may begin until you receive conditional approval (pink form), and until any required city Building Permits, Contractor Certificate of Insurance, and any other Association requested documents have been provided to the Manager at the Sea Point Office.

OWNER SIGNATURE: _____ Date _____

Revised July 06



INDEMNIFICATION RELEASE AND ACKNOWLEDGMENT

In consideration of the grant of approval from the Board of Directors of the Sea Point Townhomes Community Association (hereinafter "Association") for the following:

Two horizontal lines for describing the activity being approved.

The undersigned does hereby promise, covenant, and agree as follows:

- 1. To indemnify and hold harmless the Association and its agents and employees from all claims, losses, damages, and expenses necessary for the Association to defend an action arising from the activity described above which is for bodily injury, illness or death, or for property damage, including the loss of use, caused in whole or in part by the activity described above or by any individual involved in any way with the activity described above; and
2. To release and discharge the Association, its legal representatives, and assigns from all claims, demands, actions, judgments, and executions that the undersigned ever had, or now has, or may have, known or unknown, or that anyone claiming through or under him or her may have against the Association, or its assigns, or legal representatives, created by or arising out of the above-described activity.

Unit Number _____ Date: _____ Signature: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____) SS.

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

FOR NOTARY STAMP

SEA POINT TOWNHOMES
ARCHITECTURAL GUIDELINES

May 2012

Intent of Guidelines

These guidelines are to provide owners who may wish to make architectural modifications with information on the process for securing approval as well as some specific design information. Please note that although these guidelines support the CC&Rs, they do not cover the entire document. For more information, please refer to the CC&Rs that are binding on all owners and should be fully understood.

I. GENERAL

- A. No exterior alteration or improvement of any kind, to a Unit or Exclusive Use Common Area, or interior alteration to a Unit affecting the structural integrity of the building shall be commenced, erected, placed, painted or maintained, without prior application to and approval of the Architectural Review Committee (Hereafter referred to as the ARC) or Board, except as noted in (CC&R 7.2)
- B. Each owner shall be responsible for the maintenance, repair and replacement of all improvements, structures of any kind, and exterior or interior alterations added to any Unit, including but not limited to replacement doors, replacement or additional windows, skylights or other alterations. (CC&R 6.3 a)
- C. All Owners are responsible for assuring that changes and additions are made only in accordance with the provisions of these Guidelines.
- D. Modification Requests, which do not involve structural modification:
1. Non-structural modification requests that may be directly approved or denied by the ARC include:
 - Air conditioners
 - Balcony and patio attached floor coverings
 - Balcony sun shades and sun screens
 - Replacement skylights
 - Balcony railing screening
 - Front doors
 - House numbers
 - Irrigation tubing
 - Patio tile
 - Patio gates
 - Screen doors
 - Satellite dishes
 - Sliding door and window replacements like for like
 - a. Any denials issued by the ARC may be directly appealed to the Board. (See Article IV of these guidelines and Civil Code §1368)

2. Non-structural modification requests that must be approved directly by the Board: These applications will be reviewed by the ARC and forwarded with its recommendation to the Board for consideration at its next meeting. These include but are not limited to:
 - Any type of non-structural modification not previously allowed at Sea Point that suggests, implies or establishes any new standard.
 - Any type of non-structural modification, which deviates from any existing Sea Point standards.

E. Modification Requests, which do involve structural modification:

1. Structural modification requests that may be approved directly by the ARC are:
 - Balcony railings/barriers
 - Solar Tubes
 - Roof-top pipe vent enlargements for instant hot water heaters
 - a. Any denials issued by the ARC may be directly appealed to the Board. (See Article IV of these guidelines and Civil Code §1368)
2. Structural modification requests that must be approved directly by the Board: These applications will be reviewed by the ARC and forwarded with its recommendation to the Board for consideration at its next meeting. These include but are not limited to:
 - a. Any type of modification not previously allowed at Sea Point that suggests, implies or establishes any new standard.
 - b. Any modification or alteration that will impair the structural integrity of any common area or involves altering electrical or plumbing systems or bearing walls including but not limited to:
 - Window addition or enlargement
 - New skylights
 - Crawl space modification
 - Roof vents, other than enlargements for instant hot water heaters
 - Electrical or plumbing system modification
 - c. These types of modifications require city permits.

F. Patio Modification Guidelines for Patio Expansions

- **Expansions into Front Door Entryways of Units**

1. Requests to expand a patio into the front door entryway shall be presented initially to the ARC for review. The ARC will make a recommendation to the Board to approve or deny the request.
2. The Board will review the request which it may either approve or deny. The Board's decision will be final.
3. The height of any new patio wall must be the same as the wall being replaced.

4. Patio walls must match the original wall material and finish: block covered with stucco to match the existing stucco Sea Point cream color or wood and shingles with the trim painted to match the existing Sea Point brown trim color.
5. Any gates included in a patio expansion must be approved by the ARC for height, style, material and color.
6. The walking surface of the expanded patio shall be finished to provide a continuous appearance. Any selected materials such as tile or concrete finishing methods shall be approved by the ARC.
7. The owner shall be required to sign and record a "Maintenance and Indemnity Agreement."
8. If any part of the front door entry expansion extends into the Sea Point common area, the request must be handled as an expansion into the Common Area. (See bullet point below: Expansions into Sea Point Common Area.)
9. Patio expansion may include enclosure of the front door entryway to unit, including removal of the then enclosed side patio wall, as long as the enclosure of the front door entryway to unit does not encroach upon the front door entryway of an adjoining unit.
10. The owner will be required to assume full responsibility for the entire patio wall. This responsibility includes maintenance, repair, replacement of the wall, treating pest infestation and repairing dry rot. The Association will assume future responsibility for painting of both interior and exterior patio walls.
11. The Board of Directors shall require the owner to be responsible for the Association's cost of planting new plant material outside the new wall to replace landscaping affected by the construction of the expanded patio wall. The choice of new plant material will be at the sole discretion of the Landscape Committee and the Board of Directors.
12. The Board of Directors shall require the owner to be responsible for the Association's cost of modifying or constructing drainage or irrigation as required due to the construction of the patio expansion.

- **Expansions into Sea Point Common Area**

1. Requests to expand a patio into Sea Point common area shall be presented initially to the ARC for review. The ARC will make a recommendation to the Board to approve or deny the request.
2. In its review of an application to expand into the common area, the Board will take into consideration whether the request meets the waiver requirements under the Davis-Stirling Act.
3. If the Board approves a waiver, the Board's decision is final. If the Board does not approve a waiver, the unit owner may elect to send his patio expansion request to all Sea Point homeowners for a vote.
4. The height of any new patio wall must be the same as the wall being replaced.
5. Patio walls must match the original wall material and finish: block covered with stucco to match the existing stucco Sea Point cream color or wood and shingles with the trim painted to match the existing Sea Point brown trim color.
6. Any gates included in a patio expansion must be approved by the ARC for height, style, material

and color.

7. The walking surface of the expanded patio shall be finished to provide a continuous appearance. Any selected materials such as tile or concrete finishing methods shall be approved by the ARC.
 8. For all patio expansions into Sea Point common area, the patio expansion may NOT exceed five (5) feet from the exterior of the existing patio wall and/or may NOT extend into the common area any closer than three (3) feet to the walkway.
 9. The owner shall be required to sign and record a "Maintenance and Indemnity Agreement."
 10. The Board of Directors may consider variances from compliance with these General Rules as follows:
 - a. Variances may be granted, without limitation, to these General Rules when circumstances such as topography, location, engineering, economy, hardship, aesthetic or environmental considerations warrant such variance.
 - b. Variances shall be in writing and shall become effective upon final approval by the Board.
 - c. When a variance is granted, no violation of these General Rules shall be deemed to have occurred with respect to the matter for which the variance was granted.
 - d. The granting of a variance shall not operate to waive any of these General Rules for any purpose except with relation to the particular unit and particular rule covered by the variance.
 - e. The variance shall not affect in any way the owner's obligation to comply with any applicable governmental laws and regulations.
 11. The owner will be required to assume full responsibility for the entire patio wall. This responsibility includes maintenance, repair, replacement of the wall, treating pest infestation and repairing dry rot. The Association will assume future responsibility for painting of both interior and exterior patio walls.
 12. The Board of Directors shall require the owner to be responsible for the Association's cost of planting new plant material outside the new wall to replace landscaping affected by the construction of the expanded patio wall. The choice of new plant material will be at the sole discretion of the Landscape Committee and the Board of Directors.
 13. The Board of Directors shall require the owner to be responsible for the Association's cost of modifying or constructing drainage or irrigation as required due to the construction of the patio expansion.
- G. Manufacturer and advertising imprints, etchings, signatures, logos and the like are prohibited on exterior building materials and materials visible from the exterior of a unit. Building materials include (but are not limited to) wood, stucco, tile, stone, doors, windows, and other glass.

II. APPLICATION PROCEDURES

A. Requirements for All Applications

1. Owners wishing to make any changes must submit an Architectural Modification Request Application form to the ARC with all appropriate sections completed, including required

submissions (i.e. notarized indemnification release form, pictures, paint chip, material samples, architectural or contractor drawings, etc.).

2. Owners must submit proper separate written applications for each change being requested as noted on the Architectural Modification Request Application form. Applications containing more than one request will be returned to owner.
3. Applications will not be considered if all of the required submissions are not included. Such applications will be returned to the owner.
4. Applications will not be considered for additional changes to any property on which there are existing violations and/or for which other approved changes have not been substantially completed.
5. All applications must be received at the office of the management agent by 1:00 p.m. five (5) days prior to the monthly ARC meeting. The applicant may check with the Manager for specific dates. Applications received after that time will not be reviewed until the following monthly ARC meeting.
 - a. The Manager will notify immediate neighbors of any application request.
6. Oral requests will not be considered.
7. Homeowners who have pending applications are encouraged to attend the ARC monthly meeting; however, no walk-in applications will be considered.
8. Each alteration or addition must be specifically approved, even when a similar or substantially identical alteration or addition has been previously approved.
9. Approval by City: Approval of any project by the Association does not waive the necessity of obtaining any required city building permit. Prior to commencing any alteration or improvements approved by the Board or ARC, the Owner shall comply with all appropriate governmental laws and regulations. Approval by the Board or ARC shall not be considered to satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction. The Association shall not be obligated to enforce the provisions of this Section. An Owner's failure to obtain such governmental approval may subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Board or ARC, which penalties shall be the responsibility of such Owner. Each Owner by accepting a deed to his or her Unit, agrees to reimburse the Association for any loss resulting from the violation of any applicable governmental laws and regulations. (CC&R 7.5)
10. Obtaining a governmental permit does not waive the need for Association approval.
11. The burden rests with the applicant to demonstrate the acceptability of the proposal. The applicant must provide any submissions required by the ARC for an alteration or improvement of the type proposed. The applicant may submit with the application any additional materials such as exhibits, petitions, photographs, experts' statements and the like that applicant deems appropriate. The applicant may request an opportunity to appear before the ARC along with any witnesses applicant desires to have testify.

B. Administrative Requirements

1. The ARC will review all applications at its monthly meeting, which is normally held eight (8) days

prior to the monthly Board meeting. The applicant may check with the Manager for specific dates.

2. The ARC shall act on the application and give notice to the applicant within sixty (60) days from receipt of a complete application, including all submissions required. The ARC shall notify an applicant, in writing, of any deficiencies in the application, which preclude consideration of the application and the commencement of the sixty (60) day review period. (CC&R 7.4)
 3. The ARC delegates to the managing agent the responsibility for receiving applications. The review period shall commence upon the date of receipt of a complete application by the managing agent.
 4. The applicant must provide in writing to the ARC the Completion Notification (tear-off section at bottom of the Approval Form) as soon as the work is completed. (CC&R 7.6)
 5. Once the Completion Notification has been received, the ARC or its designee will inspect the modification for compliance with the approved application.
 6. Once inspection has been done and the project is found to be in compliance with the approved application, final approval will be issued.
- C. In addition to the general procedures (stated in Section I, Item F: Patio Modification Guidelines for Patio Expansions), the following are required for requests for patio expansions into EITHER front door entryways, OR into Sea Point common area outside the existing patio walls.
1. As part of the ARC application procedure, the detailed design of the expanded patio must be documented.
 2. If such an expansion extends into Sea Point common area, the owner must construct, at his sole expense, a temporary "story pole" structure that accurately demonstrates the extent and height of the requested patio expansion.
 3. ARC notification procedures shall be followed to notify neighbors of the patio expansion request.
 4. After a period of not less than fifteen (15) days and not more than thirty (30) days of story pole demonstration and opportunity for community comment, all patio expansion applications shall be reviewed by the ARC for purposes of making recommendations to the Board of Directors.
 5. The requesting homeowner will be notified of the ARC's recommendation to the Board within fifteen (15) days of the decision.
 6. Patio expansions approved prior to the implementation of these General Rules are subject to the rules in place at the time of their approval. Any request that modifies a previously approved patio expansion will be subject to these General Rules.
 7. The Board has the right to approve or disapprove any patio expansion application into the entryway. The decision by the Board shall be final.

8. If the Board does not approve a waiver under the Davis-Stirling Act to expand into Sea Point common area and the unit owner elects to submit the patio expansion request to all homeowners for a vote, the ballot must clearly state both the ARC's and the Board's recommendations for approval or denial of the patio expansion request. This information is to be printed on the ballot adjacent to the voting boxes.
9. Patio expansion requests may be included in the Annual Meeting packet mailed to homeowners in April/May. The cost of such mailing shall be borne by the HOA.
10. If a patio expansion request is submitted to the homeowners for a vote at any other time (other than in the annual packet), the entire cost (materials, printing, postage, labor, etc.) shall be borne by the unit owner. The HOA Office Manager is available to provide the homeowner with the necessary procedures.
11. Both the HOA Office Manager and the Board will verify that all information in the packet is properly presented prior to being mailed.

III. RESULTS OF REVIEW

- A. The applicant shall be informed in writing of the decision made by the ARC or the Board. (Architectural Modification Request Approval Form.)
- B. If the applicant fails to receive a reply indicating a decision within sixty (60) days from receipt of the application and submissions, the owner may submit a written notice to the Board advising the ARC's failure to act. If the Board fails to approve or disapprove such plans within sixty (60) days after the receipt of said notice from the owner, the plans shall be automatically approved. (CC&R 7.4)
- C. If an application is disapproved, the reason(s) for disapproval shall be stated as part of the written decision. (Architectural Modification Request Denial Form.)
- D. A denial of approval by the ARC may be appealed to the Board of Directors, pursuant to the procedures for appeal set forth in Article IV of these Guidelines.
- E. Copies of all Architectural Modification Requests, along with the written decision and a statement of any action taken, will be filed according to unit number in the Architecture Modification Notebooks which are maintained in the office.
- F. Management will enter the results of all actions taken by the ARC and/or Board into the Architectural Document History computer Database.
- G. Construction must commence within twelve (12) months after the approval of an Architectural Modification Request. If the item approved has not been started within twelve (12) months of the approval date, the approval shall expire, **and construction cannot commence.** (CC&R 7.6)
- H. Any approved work must be substantially completed in accordance with the plans and specifications approved by the ARC or Board within twelve (12) months after construction has commenced. (CC&R 7.6)

IV. APPEAL OF DECISION TO THE BOARD OF DIRECTORS**A. Rights of Owners**

1. A denial by the ARC pertaining to a modification request may be appealed to the Board of Directors at an open meeting of the Board if such action is taken within thirty (30) days of the decision of the ARC. Reconsideration by the Board does not constitute dispute resolution. (Civil code 1378)
 - a. The Board of Directors shall act within thirty (30) days following receipt of an appeal request and notify the applicant in writing of the Board's decision. The Board may sustain or reverse a decision of the ARC. (Civil code §1378)
2. A denial by the Board pertaining to a modification request may not be appealed. Owners may reapply after a one-year period.
3. If the Board denies the patio expansion request, the owner may not commence litigation without first seeking mediation.

V. PROCEDURES FOR MONITORING COMPLIANCE

A. Inspection: The ARC shall periodically survey the Community for compliance.

B. Alleged Violations

1. An alleged violation may be reported by the ARC, any homeowner or may be identified by the management agent as a result of his/her inspection.
2. If the ARC or the Board of Directors is making the report, they will notify the management agent directly.
3. If it is determined that a violation exists, the managing agent shall inform the Owner in writing, with a copy to the ARC, giving the Owner thirty (30) days in which to correct the violation. The notice period may be reduced in the event of an emergency situation or in cases where the violation will increase or enhance with the passage of time. In such cases, notice will be sent by certified mail, return receipt requested.
4. If the violation is not corrected within 30 days, an Enforcement Hearing will be held per R&R Section 6 (d). The time and place of the hearing will be stated in the violation letter, and the letter shall be sent to the Owner at least ten (10) days in advance of the hearing date. Owners may call witnesses to appear only if deemed necessary to a fair presentation of their case by the Committee. If the Committee is unanimous in its disposition of the case, that decision is final. If the Committee is not unanimous, Owners may elect to appeal to the Board of Directors for final disposition at the next regularly scheduled Board meeting. Written notice of the Committee's decision shall be provided to the Owner within fifteen (15) days from the hearing date. Written notice of an intent to appeal must be provided to the Association office at least seven (7) days before the next regularly scheduled Board meeting, unless notice is waived by the Board.
5. The Board of Directors' actions may include any or all of the following:
 - a. Corrective assessment of up to \$500 per occurrence, as determined by the Board Hearing Committee.
 - b. Issuing a second written notice requesting compliance.
 - c. Notifying the Association's attorney for legal action.

VI. DESIGN GUIDELINES

A. General

1. Conditions that do not require ARC approval:

- a. MAINTENANCE, UPKEEP, REPAIR of any portion of the structures with the same materials and color (including doors, sliding window doors, windows, skylights, antenna dishes, air conditioners) do not need the approval of the ARC. In addition, any temporary emergency repairs such as for doors, windows, roof etc. do not need ARC approval. (CC&R 7.3)
- b. THE REPLACEMENT OF SHINGLES removed during a plumbing repair or for any other reason must be done by Sea Point's maintenance contractor and will be paid for by the homeowner.
- c. Interior paint of any color, appliances or plumbing fixtures (except water heaters with exterior vents), modification or replacement of cabinets, installation or replacing of wall or floor coverings.

2. Conditions that require ARC approval:

- a. REPLACEMENT of any portion of the structure with the same or different materials and color (including doors, sliding window doors, windows, air conditioners, skylights, antenna dishes, water heaters with exterior vents) require the approval of the ARC.
- b. Any exterior alteration of a Unit or Exclusive Use Common Area.
- c. Improvements or alterations to the interior of any unit which involve altering electrical or plumbing systems or affect the bearing walls of a unit. (CC&R's 7.3)

3. General design guidelines for all projects:

- a. Wood is to be painted Sea Point brown. Stucco is to be painted Sea Point cream.
- b. Tiles visible from the common area should be in earth tones (brown, cream, brick, beige) and if they have a design, it should be discrete. The grout should also be neutral in color. Accent and signature tiles must be approved by ARC.
- c. The positioning of objects on the roof (air-conditioners, satellite dishes, antennas, etc.) needs to be approved by the ARC.
- d. Air-conditioners should be in earth tones (brown, cream, beige) in color, and have a low noise level.

B. Specific Design Guidelines

1. Air Conditioners: Approval required, even for replacements. Only areas north of Del Mar Scenic are plumbed for roof air conditioning. Wall air conditioners are not allowed. All ground wires on the roof to be covered and cannot be elevated.
2. Antenna: Requires ARC approval. A diameter or diagonal measurement of not more than 36 inches. (Civil code 1376)

3. Balcony Floor Coverings:
 - a. Attached: Approval Required
 - b. Resurfacing: Approval Required
4. Balcony railings: Approval Required. Any modification to railings must be approved. Modification must bring railings up to current city building code. Rails 4" apart and height at least 36" to 48". Must be painted Sea Point brown. Requires city permit and ARC approval.
5. Balcony Materials: Railing Screening: Approval Required. Samples of acceptable materials are available in the Sea Point office. Approved materials are dark stained bamboo matting, glass or plexiglass panels, and brown mesh screening. Screening must extend from the top to the bottom of the railing and all the way from side to side.

Flower boxes faced with shingles may be approved, but only if the base of the flower box is watertight.
6. Balcony shades and screens: Approval required. They may be made of metal or of an approved fabric. They may extend the entire width of the balcony, or be divided. The shades and screens should be kept in the raised position when not being used specifically to screen the sun.
7. Cable wires: Interior wiring requires no approval. Exterior wiring requires approval. Check with manager.
8. Clotheslines: Clotheslines or similar apparatus for the exterior drying of clothes are prohibited. Exterior air drying of clothes or bedding is prohibited. (CC&R 5.3 r)
9. Front Doors: Approval Required. Doors may be made of wood or fiberglass. They may have windows. They must be brown, but not necessarily Sea Point brown.
10. Irrigation tubing: Approval required. The tubing may not interfere with shingles or exterior paint. Dangling tubes are not allowed.
11. Screen Doors: Approval Required. The frames must be Sea Point brown.
12. Patio Resurfacing: Approval Required.
 - a. Materials: (examples)
 - Ceramic tile
 - Pavers
 - Slate
 - b. Note: Manufacturer and advertising imprints, etching, signatures, logos, and the like, are prohibited. Refer to Section I, Item G.
 - c. Finishes and colors: Earth tones (brown, beige, cream, brick) are acceptable. No bold or bright color will be approved.
13. Signs are prohibited except as outlined in CC&R 5.3 (f)
14. Skylights: Approval Required. Replacement skylights may be approved directly by ARC. New skylights require Board approval.

15. Solar Tubes: Are allowed but require approval.
16. Trellises: Nothing may be placed on shingles. (R&R Section 2, item B.4)
17. Window Additions: Require ARC and Board approval. Additions and enlargements require city building permits and an engineering report.
 - a. Windows from the following manufacturers have previously been approved: Anderson, Jel Wen, and Pella.
 - b. Style: Window materials must match the general architectural style of the existing windows. Elevation drawings must be submitted.
 - c. Materials: The materials may be wood, vinyl, aluminum, or composite.
 - d. Finish: All visible non-glass parts of the window must be brown when viewed from the outside. Finish may either be baked in or painted on.
18. Window and Sliding Door Replacement: Requires ARC approval.
 - a. Window and sliding door replacements from the following manufacturers have previously been approved: Anderson, Jel Wen, and Pella.
 - b. Style: Replacement window and door materials must match the general architectural style of the existing windows/doors. French style windows/doors may be approved.
 - c. Materials: The materials may be wood, vinyl, aluminum, or composite.
 - d. Finish: All visible non-glass parts of windows/doors must be brown when viewed from the outside. Finish may either be baked in or painted on.

Davis-Stirling Act**Civil Code 1378 Architectural Approval Requirements**

(a) This section applies if an association's governing documents require association approval before an owner of a separate interest may make a physical change to the owner's separate interest or to the common area. In reviewing and approving or disapproving a proposed change, the association shall satisfy the following requirements:

(1) The association shall provide a fair, reasonable, and expeditious procedure for making its decision. The procedure shall be included in the association's governing documents. The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for response to an application or a request for reconsideration by the board of directors.

(2) A decision on a proposed change shall be made in good faith and may not be unreasonable, arbitrary, or capricious.

(3) A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code.

(4) A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the board of directors.

(5) If a proposed change is disapproved, the applicant is entitled to reconsideration by the board of directors of the association that made the decision, at an open meeting of the board. This paragraph does not require reconsideration of a decision that is made by the board of directors or a body that has the same membership as the board of directors, at a meeting that satisfies the requirements of Section 1363.05. Reconsideration by the board does not constitute dispute resolution within the meaning of Section 1363.820.

(b) Nothing in this section authorizes a physical change to the common area in a manner that is inconsistent with an association's governing documents or governing law.

(c) An association shall annually provide its members with notice of any requirements for association approval of physical changes to property. The notice shall describe the types of changes that require association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.



County of San Diego, Planning & Development Services
GUARDS AND HANDRAILS
BUILDING DIVISION

GUARD REQUIREMENTS

Guards are required at the following locations per Section 1015 the 2016 California Building Code:

- Along open-sided walking surfaces, mezzanines, industrial equipment platforms, stairways, ramps and landings that are located more than 30 inches above the floor or grade below.
- Along glazed sides of stairways, ramps and landings located more than 30 inches above the floor or grade below where the glazing provided does not meet the strength and attachment requirements in Section 1607.7.
- At porches and decks enclosed with insect screening where the walking surface is located more than 30 inches above the floor or grade below.
- Where appliances, equipment, fans, roof hatch openings or other components that require service are located within 10 feet of a roof edge or open side of a walking surface and such edge or open side is located more than 30 inches above the floor, roof or grade below. (The guard shall be constructed so as to prevent the passage of a 21-inch sphere and the guard shall extend not less than 30 inches beyond each end of such appliance, equipment, fan or component.)
- Where the roof hatch opening for roof access is located within 10 feet of a roof edge or open side of a walking surface and such edge or open side is located more than 30 inches above the floor, roof or grade below. (The guard shall be constructed so as to prevent the passage of a 21-inch sphere.)

Exceptions:

1. On the loading side of loading docks or piers.
2. On the audience side of stages and raised platforms, including steps leading up to the stage and raised platforms.
3. On raised stage and platform floor areas, such as runways, ramps and side stages used for entertainment or presentations.
4. At vertical openings in the performance area of stages and platforms.
5. At elevated walking surfaces appurtenant to stages and platforms for access to and utilization of special lighting or equipment.
6. Along vehicle service pits not accessible to the public.
7. In assembly seating where guards in accordance with Section 1025.14 are permitted and provided.

Guards shall form a protective barrier not less than 42 inches high except for stair railings in Group R-3 occupancies and within individual dwelling units in occupancies in Group R-2, guards whose top rail serves as a handrail shall have a height not less than 34 inches and not more than 38 inches measured vertically from the leading edge of the stair tread nosing.

Open guards shall have balusters or ornamental patterns such that a 4-inch-diameter sphere cannot pass through any opening except as allowed by Section 1015.4.

HANDRAIL REQUIREMENTS

Stairways shall have handrails on each side except stairways within dwelling units, spiral stairways and aisle stairs serving seating only on one side are permitted to have a handrail on one side only. In Group R-3 occupancies, a continuous run of treads or flight of stairs with fewer than four risers does not require handrails. Ramps with a rise greater than 6 inches shall have handrails on both sides.

Handrail-gripping surfaces shall be continuous, without interruption by newel posts or other obstructions except handrails within dwelling units are permitted to be interrupted by a newel post at a stair or ramp landing. Handrail brackets or balusters attached to the bottom surface of the handrail that do not project horizontally beyond the sides of the handrail within 1.5 inches of the bottom of the handrail shall not be considered obstructions.

Handrails shall return to a wall, guard or the walking surface or shall be continuous to the handrail of an adjacent stair flight or ramp run. At stairways where handrails are not continuous between flights, the handrails shall extend horizontally at least 12 inches beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser. At ramps where handrails are not continuous between runs, the handrails shall extend horizontally above the landing 12 inches minimum beyond the top and bottom of ramp runs. Handrails within a dwelling unit that is not required to be accessible need extend only from the top riser to the bottom riser.

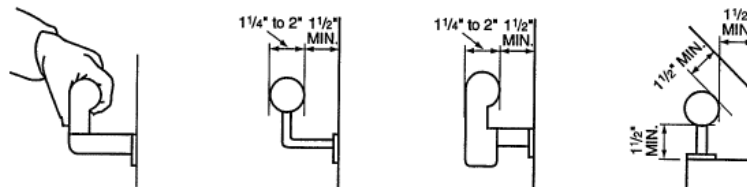
Clear space between a handrail and a wall or other surface shall be a minimum of 1.5 inches. A handrail and a wall or other surface adjacent to the handrail shall be free of any sharp or abrasive elements. The clear width between handrails shall be 36 inches minimum on ramps. Projections into the required width of stairways and ramps at each handrail shall not exceed 4.5 inches at or below the handrail heights.

GUARD AND HANDRAIL LOAD REQUIREMENTS

Handrail assemblies and guards shall be designed to resist a single concentrated load of 200 pounds and a load of 50 pounds per linear foot, applied in any direction at any point along the top. For one- and two-family dwellings, only the single concentrated load shall be applied. In Group I-3, F, H, and S occupancies, for areas that are not accessible to the general public and that have an occupant load less than 50, the minimum load shall be 20 pounds per linear foot in addition to the single concentrated load. Glass handrail assemblies and guards shall also comply with Section 2407.

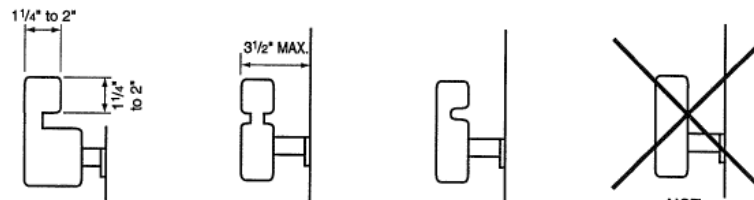
Intermediate rails (all those except the handrail), balusters and panel filler shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to 1 square foot, including openings and space between rails.

Where a guard is installed at a location where it is not required by the 2016 California Building Code, the policy of Planning & Development Services is that non-required guards shall be designed to meet the minimum load requirements, however, non-required guards are exempt from the 42 inch height requirements and opening limitations.



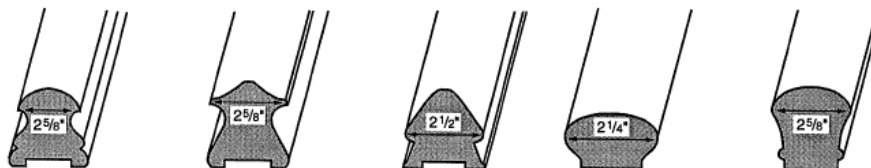
**ACCEPTABLE
HANDRAIL DESIGNS**

NOTE:
Other shapes may be acceptable if they provide an equivalent gripping surface.



NOTE:

NOT
ACCEPTABLE



DECK RAILING MODIFICATIONS

Sea Point requires that all decks have a stable frame and conform to San Diego City Building standards. It is the responsibility of the homeowner and the contractor to ensure the structural adequacy and code compliance of the deck railing system used. It should meet the requirements of the City of San Diego and the California Building Code Chapter 24. Sea Point is not responsible for the structural adequacy, stability, or safety requirements of the new railing installation or its conformance to local or state codes, regulations or requirements.

Both the original design and these new options depend on a solid mounting of the vertical members to the deck fascia for structural integrity of the entire railing.

Sea Point has three options for deck railings: wood, metal, and glass. See illustrations on the following pages.

OPTION #1 Wooden Deck Railing

The current building code calls for a maximum spacing of the vertical members of the railing to be 2" x 2" with less than 4" separation. All vertical 2" x 2" s must be rough-sawn surface texture to blend with existing verticals.

There are two wood railing options:

1. One has 2" x 8" wood or Trex® cap supported by a 2" x 2" on each side (two total) 2.
- One has 2" x 8" wood or Trex® cap supported by a 2" x 4" outside face (one total)

All railing replacements are to be 42" minimum above finish walking surface of deck. The only exception to this is the repair of the existing railings, which no longer conform to code. The original railings are 36".

Hexagonal lag screws are some of the toughest fasteners and should be used for railing spindles.

- Recommended: Stainless steel or galvanized steel
- Not Recommended: Zinc-coated steel, which easily rusts

Wood Spindles – Design Issues

Units with the original deck railings are suspect because of fungus rot and termite damage to the deck fascia and because the lag screws used in mounting the original vertical spindles were not long enough.

Composite wood products (Trex®, for example) are not as structurally sound as the natural wood when utilized for deck railings. The Architectural Committee discourages the use of this material for the vertical 2" x 2" s because it is not strong enough and can be wobbly.

Horizontal Rail Cap – Design Issues with Flat Exposed Surface at Top of Railings

All hardware for attachment of the rail top is to be stainless steel.

- The Douglas fir that was originally utilized for the top of railings is not recommended. Over the years, it has proven not to weather as well as either redwood or Trex® on an exposed flat surface.
- Other natural woods, such as redwood, have also proven to warp and splinter on rail caps because of the intense sun exposure.

Composite material weathers better than any of the natural wood materials. Owners are encouraged to consider the use of a composite wood, such as Trex®, for the horizontal railing cap. This piece must be installed to manufacturer's specifications and must be a color approved by the Architectural Committee.

Please note: The dark brown color of the composite material can be expected to weather and turn grey over time.

OPTION #2 Metal Deck Railing

Metal Spindles – Design Issues

All steel stanchions (spindles) are to be hot-dipped galvanized steel or aluminum and must be painted to a matte finish.

A matte powder-coated finish is the preferred option and will add longevity to the railings.

The color must match the current shingle color.

Plain/bare aluminum is no longer allowed.

Horizontal Rail Top – Design Issues

All hardware for attachment of the rail top is to be stainless steel.

The top of the railings can be made of any wood composite or wood material. Please refer to the explanation in the Wooden Deck Railing section above for discussion of materials most appropriate for wooden flat surfaces.

It is recommended that a horizontal bottom rail be included in the design and painted to match the current shingle color.

Metal Cables – Design Issues

This material is to be stainless steel and not painted.

OPTION #3 Glass or Plexiglass Railings

The thickness of the glass or plexiglass used must conform to the existing building code. The glass or plexiglass material that is installed must be kept clean.

A top rail is optional and must conform to the existing building code.

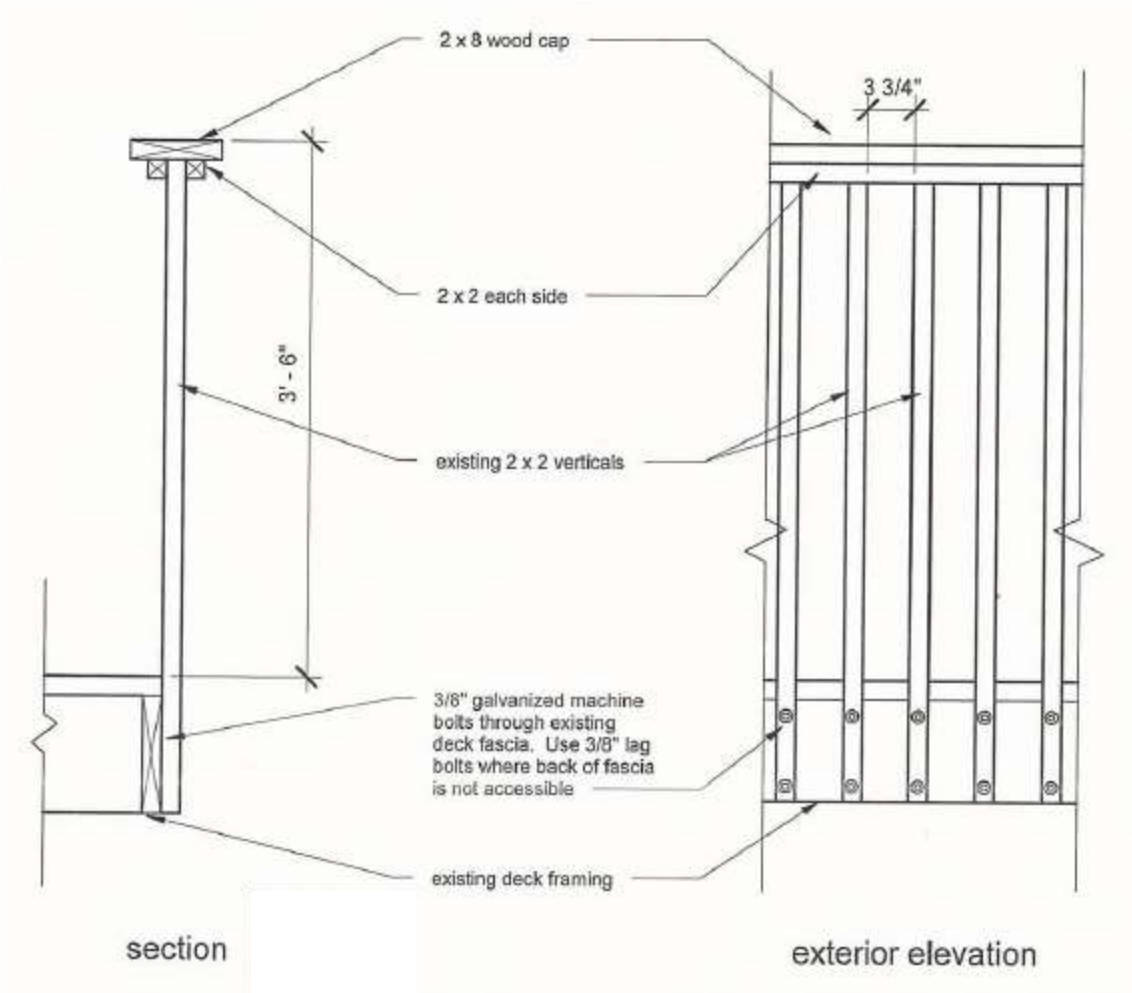
All steel stanchions (spindles) are to be hot-dipped galvanized steel or aluminum and must be painted to a matte finish.

A matte powder-coated finish is the preferred option and will add longevity to the railings.

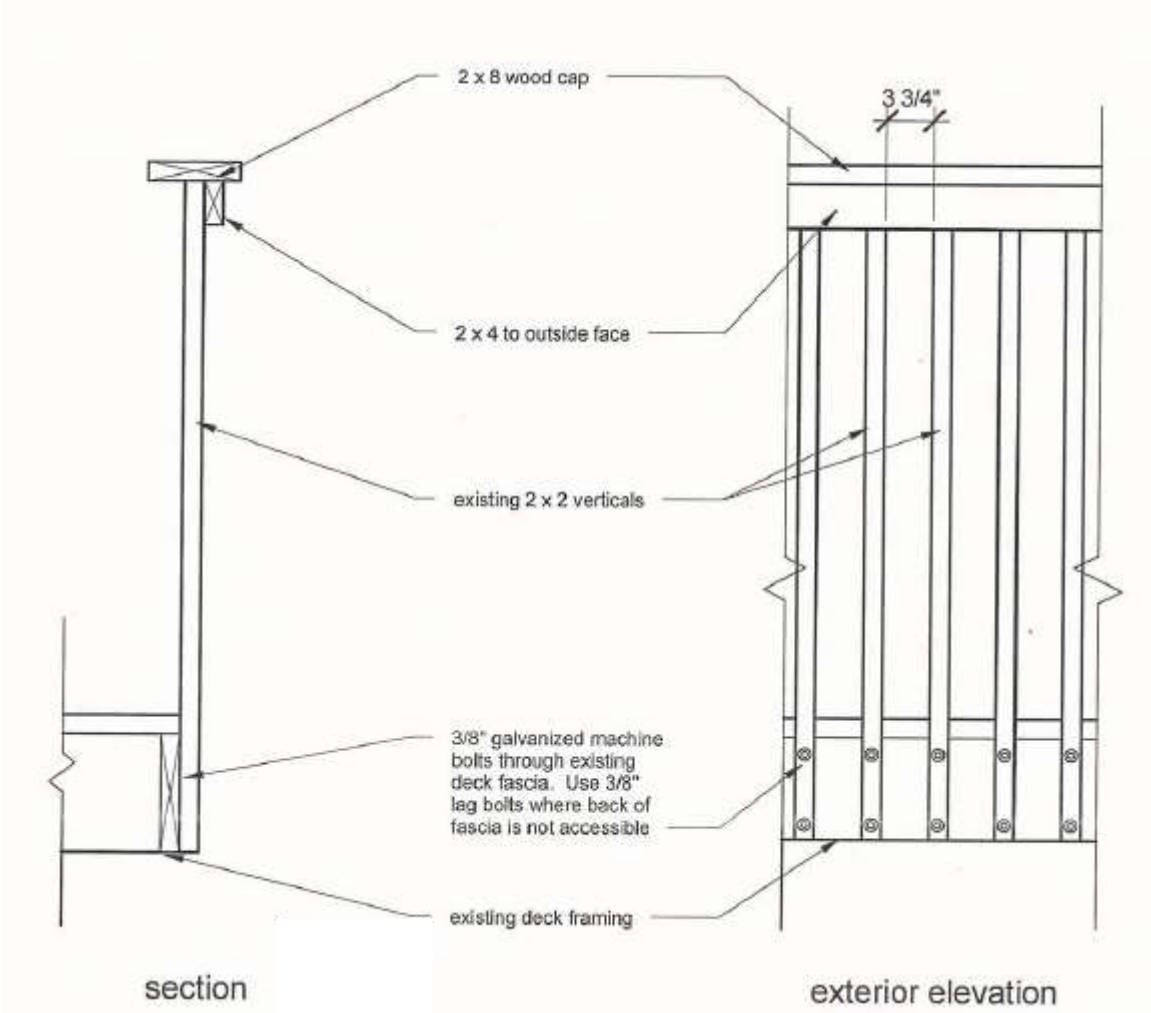
The color must match the current shingle color.

This guideline is not a building permit. The information and architectural guidelines contained herein are provided to assist owners and to promote the common architectural character and visual continuity within Sea Point as required by our CC&Rs. As such, they should aid owners in the planning of external unit changes and in the preparation of Sea Point change requests. Owners are encouraged to seek professional help where needed to conform to the guidelines and to check with the City of San Diego building codes to determine if a permit is required by the City. Accordingly, the committee and the Sea Point Owners Association (SVOA) disclaim any responsibility for actions taken in response to this information.

WOODEN DECK RAILING WITH 2" x 2" CAP SUPPORT



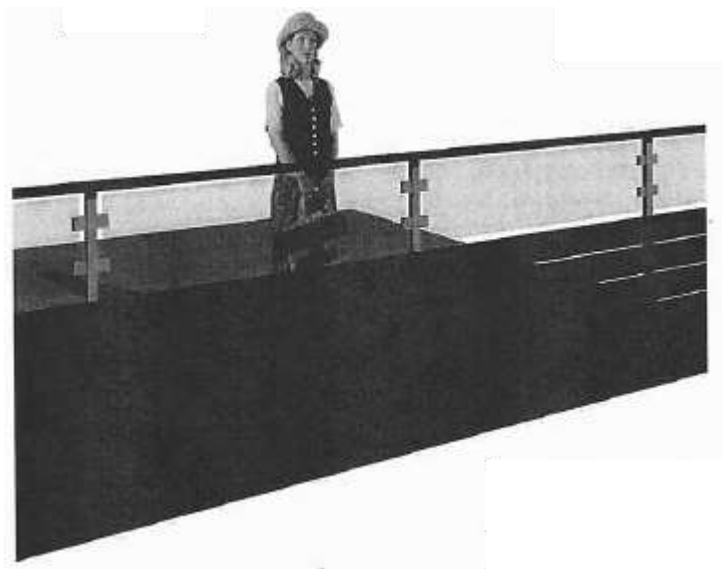
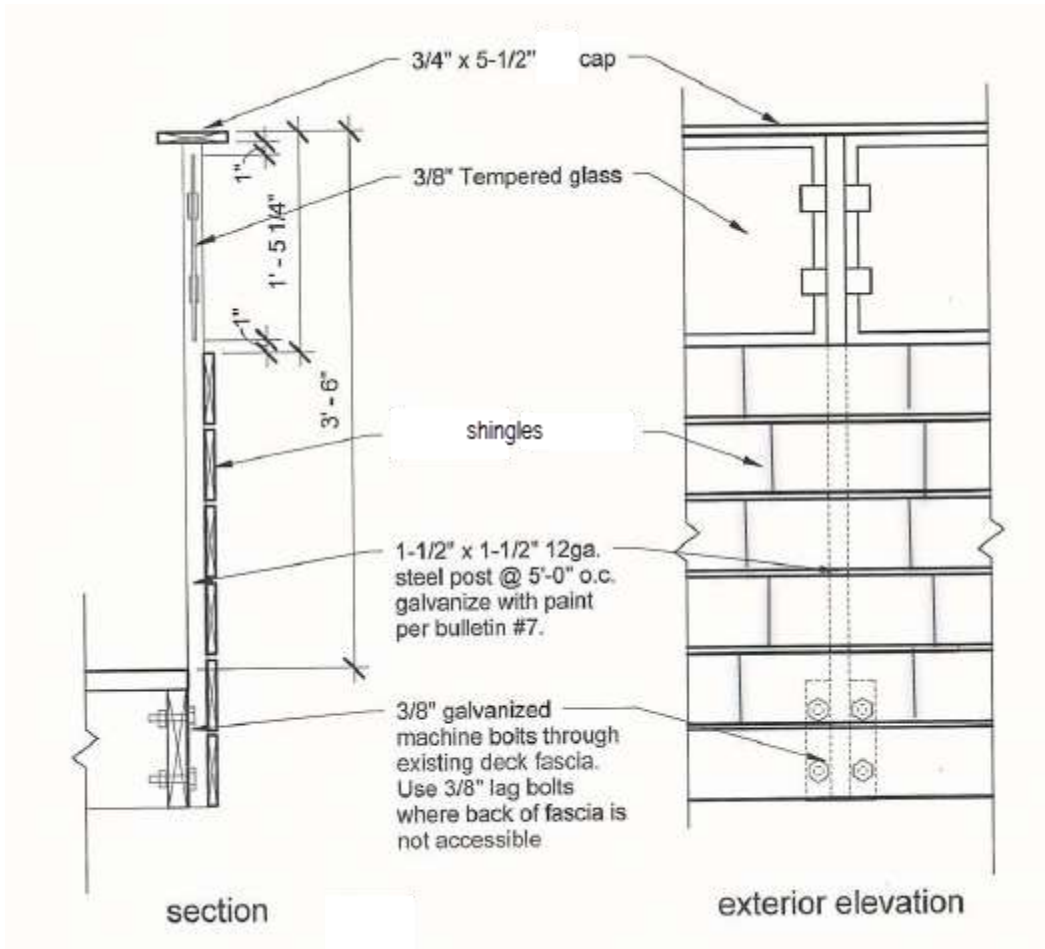
WOODEN DECK RAILING WITH 2" x 4" CAP SUPPORT



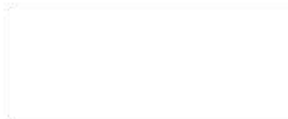
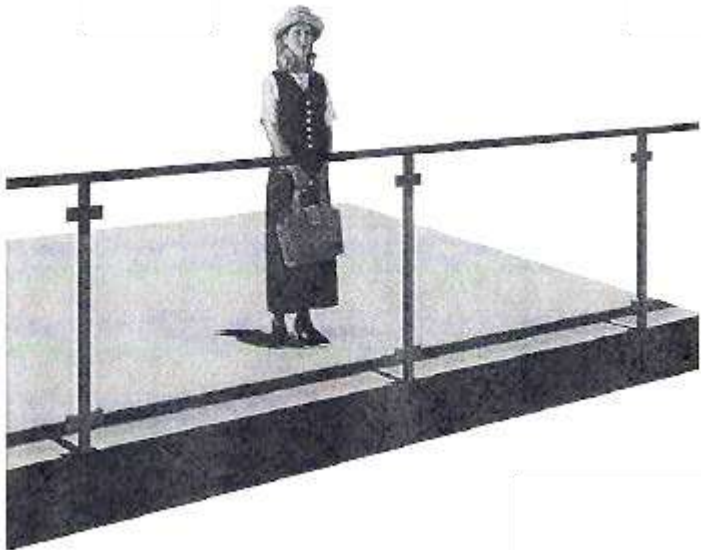
METAL DECK RAILING



GLASS OR PLEXIGLASS DECK RAILING WITH SHINGLES



GLASS OR PLEXIGLASS DECK RAILING WITH METAL FRAME



SEA POINT TOWNHOMES COMMUNITY ASSOCIATION
SOLAR GUIDELINES
December 6, 2022

A. Solar Energy System

A solar energy system (“System”) means either of the following, all as defined in Civil Code §801.5.

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating; or
2. Any structural design feature of a building, including the following:
 - a. Solar racking, solar mounting, and elevated solar support structures, including, but not limited to, solar carports, solar shade structures, solar awnings, solar canopies, and solar patio covers, regardless of whether the feature is on the ground or on a building. Elevated solar support structures include the aboveground superstructure and associated foundation elements that support the solar collectors or other solar energy devices described in subparagraph 1. Above.
 - b. Any design feature whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
 - c. Any photovoltaic device or technology that is integrated into a building, including, but not limited to photovoltaic windows, siding, and roofing shingles or tiles.

B. General Requirements

1. The System must be designed and installed by an insured solar contractor licensed in California bearing either a C-46 license, or if appropriate for the work to be performed, a C-10 license from the Contractor’s State License Board.
2. The System must meet all pertinent building code requirements. These include structural, plumbing, electrical, setbacks, and clearance for pipes and vents. The System must meet all health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code. The System must meet all applicable safety and performance standards of the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories, such as Underwriters Laboratories. Where applicable, the System must comply with the rules of the Public Utilities Commission regarding safety and reliability.
3. The homeowner is responsible for all costs of the System, including solar site survey, engineering, structural evaluation, permitting, maintenance, and removal.
4. The homeowner is responsible for the activities of their contractors to abide by all California and Association requirements.
5. Shading from Trees. The CA Solar Shade Control Act, Section 25984(a) explicitly states that the right of a solar collector owner to sunlight does not apply to trees or shrubs planted prior to the installation of a solar collector, or to the replacement of those trees or shrubs. The Association will not trim or remove trees or shrubs to reduce shading on solar collectors.

6. Upon Sale of Unit. The homeowner is responsible for informing prospective purchasers about any unit modifications, including the System and related liability and indemnity requirements.
7. Subject to all requirements of the law and all Association governing documents, a homeowner may only install a System on the portion of the building's roof directly above the homeowner's Unit. The System must only serve the homeowner's domestic energy needs. No installation may begin until the homeowner applies for and receives written approval for the installation and meets all conditions of the approval. Such approval may be granted by the Architectural Committee and/or by the Board, on appeal.

C. Location and Design of Systems.

1. The installation, access and maintenance of the System must remain within the footprint above the Homeowner's Unit on the flat roof. The System may not be located on "eyebrows" or shingles.
2. Identify boundary of roof above the Unit before the solar survey.
 - a. OR-- The Plat of Survey, part of homeowner's title documents, may be used to identify the roof over the homeowner's Unit. The Association maintains a copy of the plats of survey.
 - b. OR -- At the homeowner's expense, the Association will provide a demarcation of the line between the Units. For solar contractor bidding purposes, this shall be temporary. If a System is approved to be installed, the demarcation shall become permanent and will be designed so that it does not disturb the calmness of the roof in the view-shed, but plainly visible for solar contractors installing and maintaining the System on the roof. The Association will identify the cost of providing the demarcation within four (4) weeks of a homeowner request.
3. Setbacks.
 - a. System installation must meet California Fire Code requirements and perimeter clearance.
 - b. If the Unit shares a roof with an adjacent Unit, the System shall be set back a minimum three feet (3') clear distance from the footprint above the adjacent Unit.
4. To protect views and property values, the System must be installed as unobtrusively as possible.
 - a. The System may be no higher than thirteen (13) inches above the roof covering.
 - b. Solar panels and all hardware, brackets, trim, and other System components on the roof which are visible from either the Common Area or from any Unit must be black in color.
 - c. All cables, conduit and wiring which are part of the System must be run alongside a downspout and otherwise concealed as much as possible, and must be painted, where exposed, to match the paint adjacent to where it is installed.
 - d. Solar panels must have a textured glass surface to reduce glare.

D. Roof Access, Maintenance, Damage, Leaks, Repair, and Replacements

1. Roof Access: While homeowners own the space within the walls of their Unit, the Association controls the Common Areas, which includes the roofs. Whether for survey, installation, or for annual or periodic maintenance of a System, a homeowner must follow Association governing documents and obtain prior approval from the Association for access to the roof.

2. Damage, Roof Leaks and Repair:

- a. Homeowners are solely responsible to install, remove, repair, maintain, and replace the System and must bear all costs thereof. Homeowners are also liable for all costs of maintenance, repair, and replacement of any portion of the building damaged or affected by the installation, removal, repair, maintenance, replacement and/or use of the System. This includes, without limitation:
 - (1) damage to the roof, framing/structural components, roof covering, eaves, gutters, and any other part of the building, other Units, and the Common Area that may be affected by any activity or use involving the System.
 - (2) damage from water leaks and/or resulting mold that develops due to those leaks, including to adjacent Units, contiguous roofs, and Common Area.
 - (3) damage from any fires.
 - (4) any other property damage or personal injury caused by and/or resulting from such installation, removal, repair, maintenance, replacement and/or use of the System.
- b. At the sole expense of the homeowner, during their period of record ownership, the Association may require the System to be inspected and the Common Area roof water tested for leaks at any points where the System is located on the roof. The homeowner must reimburse the Association for repair of any leaks discovered, and damage caused thereby.
- c. The Association is engaged in a multi-year plan for roof replacement. When deciding to install a System, a homeowner should consider the schedule of roof replacement above their Unit.
- d. For waterproofing of System-related roof penetrations, if any, the homeowner may contract with the roofing contractor which carries the roof warranty for the Association. The roofing contractor, at their discretion and as disclosed to the homeowner and the Association, may maintain the existing roof warranty.

3. Association Easement:

- a. The Association is hereby granted full easement rights beneath, over and around the System for the purposes of conducting any maintenance, repairs and replacement of the roof, roofing components, and/or any other portions of the building structure as required by the Association's CC&Rs and/or by law.
 - b. In the event that such maintenance, repairs, and replacement cannot be undertaken or completed with the System in place, the homeowner at their sole expense, will remove or cause to be removed, the entire System or any portion thereof, necessary to allow the Association to conduct such maintenance, repairs and replacement. The System may thereafter be replaced by the homeowner at their sole expense. All such removal and/or replacement of the System as provided for in this paragraph shall be subject to and comply with all other conditions of the Solar Guidelines.
4. The System will, at all times, be owned by and remain the property of the current record homeowner owning the Unit on which the System is installed. Each homeowner of record will be solely responsible for the maintenance, repair, replacement and/or removal of the System, during the period of their respective period of record ownership.

E. Submittal Process.

1. Application to install a System shall be submitted to the Architectural Committee using the appropriate forms provided by the Association. The application must submit two (2) sets of plans with specifications for the entire proposed System, and include, without limitation, plan and elevation views, the proposed location of the System, dimensions and details regarding size, design, color, materials, and all component parts on the roof and exterior of the Unit.
2. The application shall include the following:
 - a. A solar site survey showing the homeowners allowed roof area, planned installation, dimensions, and required setbacks. The homeowner, at their own expense, must commission and submit a solar site survey showing the placement of the System prepared by a licensed contractor knowledgeable in the installation of Systems to determine usable solar roof area. The cost of this survey shall not be deemed as part of the cost of the System as used in Section 714 of the Civil Code regarding reasonable restrictions.
 - b. A written report of findings by a California licensed structural engineer (at applicant's sole expense) to certify that the structure of the Unit is sufficient to bear the weight of the System.
 - c. The estimated solar performance calculation should include all shading, such as from chimneys, structures, and landscaping, and use location-specific weather and insolation data.
3. Notification of affected neighbors.
 - a. The applicant shall notify each homeowner of a unit under a contiguous roof of the application to install a System.
 - b. The applicant must provide the Association with written proof that the owners of units under a contiguous roof have been notified of the application to install a System.
4. Approvals. Notwithstanding Section 7.4 of the CC&Rs, applications for System installation are deemed approved within forty-five (45) days from the date of submission of a complete application unless:
 - a. Disapproved by the Architectural Committee or Board,
 - b. Additional information necessary to properly consider the application is requested by the Architectural Committee or Board within the forty-five (45) day period, or
 - c. Any part of the proposed System would violate the Association's governing documents, any building, safety and fire codes, or any other laws.
5. Permits.
 - a. Prior to beginning work, the homeowner will provide a copy of the building permit for System installation.
 - b. At completion of work, homeowner will provide sign-off from a California licensed solar contractor that the installation meets all government and Association requirements. Failure to comply will result in a \$5,000 fine to the homeowner.
6. Before the installation begins the applicant must provide evidence to the satisfaction of the Association's Board of Directors that the Association has been named as an additional insured on the required liability insurance policy of the installing contractor.

F. Indemnification, Insurance, and Covenant Agreement.

1. If the installation, maintenance, repair, replacement, removal, and/or use of the System results in any damage to the roof or any other building structure, any Unit, or any portion of the Common Area, the homeowner of record of the Unit, during their period of record ownership must indemnify, reimburse, defend and hold harmless the Association, and its directors, officers, committee members, agents, assigns and insurers, and/or any other homeowner who is a member of the Association, from any claims, legal actions, costs, expenses, or any other losses arising or resulting from such roof or other building structure, Unit, or Common Area damage, including, but not limited to, those involving real property damage, damage resulting from moisture intrusion, structural repairs, drywall repair, mold remediation, damage to the Common Area or any Unit (as defined in the law and the Association's CC&Rs), damage to any personal property of the Association, and/or damage or personal injury to any homeowner who is a member of the Association.
2. The homeowner of record and each successive homeowner of record must at all times maintain a policy for homeowner liability insurance coverage and provide the Association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.
3. As a condition of the Association's approval to install a System, and before any construction begins, an applicant must execute an Agreement Containing Covenants Affecting Real Property Regarding the Installation of a Solar Energy System ("Covenant"), in a form to be provided by the Association. The Covenant will be recorded with the San Diego County Recorder and will run with the land and bind the current and all subsequent homeowners of the Unit while the System remains installed. The Covenant will incorporate all conditions of any architectural approval and all of the requirements and obligations set forth in these rules that apply to current or future homeowners.
4. The Association is permitted to incur reasonable professional fees from an architect, engineer, or contractor to review or confirm findings of plan submittals and reasonable legal fees to prepare the Covenant. The applicant homeowner must reimburse the Association for such costs before construction is permitted to begin. If necessary, the Association is permitted to recover such costs from the applicant homeowner by assessment following proper notice and a hearing.

G. Guideline Updates.

As technologies, construction practices, and codes continue to evolve, the Association may update the Solar Guidelines from time to time at the discretion of the Board.

SEA POINT SOLAR CHECKLIST (For use with Solar and ARC Guidelines)

Purpose: outline how homeowners can install solar systems while protecting community views and property values and avoiding new liability for the Association.

Homeowner Name & Address _____ Modification Request # _____

	Date	Comments
<i>To request Review of Application, homeowner provides all items 1-6:</i>		
1. Completed Architectural Modification Request Application.		
2. Written acknowledgement of Sea Point Solar Guidelines.		
3. Proposal by CA licensed contractor, with pictures and brochures.		
4. Plat of Survey identifying the boundary of the homeowner's roof.		
5. Architectural scaled drawings, two sets or a pdf, showing:		
a. Plan view of roof, showing homeowner roof area, Solar System, pipes, vents, and setbacks required by Solar Guidelines.		
b. Elevations of Unit showing that all vertical System components blend in per Sea Point standards, or state that there are no external components beyond the roof.		
c. Cross-sections, showing System <=13 inches above roof.		
d. Statement that all visible components of the System on the roof are matte black in color.		
e. Statement that textured glass is used to reduce glare.		
6. Notarized Indemnification Release Form.		
<i>Within 45 days of complete Application:</i>		
7. Sea Point Provisional Approval, Disapproval, or Request for Information.		
<i>At least 14 days before beginning construction:</i>		
8. Homeowner notified Sea Point Office of planned start date of construction.		
9. Homeowner provides written proof that neighbors are notified.		
10. Homeowner provides a Structural Engineering Report.		
11. Homeowner provides written proof that Sea Point is named as additional insured on the Contractor's Certificate of Insurance.		
12. Homeowner provides a copy of the Building Permit.		
13. Homeowner provides Proof of Liability Insurance for the modification.		
14. Covenant Affecting Real Property Regarding the Installation of a Solar Energy System, binding present and future homeowners to meeting Solar requirements.		
a. Sea Point provides the Covenant form to homeowner.		
b. Homeowner executes the Covenant.		
15. Sea Point Conditional Approval to begin construction.		
<i>Upon Completion:</i>		
16. Homeowner provides ARC Completion Notification and System Sign-off from CA licensed contractor.		
17. Sea Point inspects the Solar modification and provides Final Approval.		
18. Sea Point (tbd) submits the executed Covenant to San Diego County Recorder.		